



STATE OF TENNESSEE
FINANCE & ADMINISTRATION, BENEFITS ADMINISTRATION

**REQUEST FOR PROPOSALS # 31786-00149
AMENDMENT # FIVE
FOR DENTAL PREFERRED PROVIDER
ORGANIZATION**

DATE: April 17, 2020

RFP # 31786-00149 IS AMENDED AS FOLLOWS:

1. This RFP Schedule of Events updates and confirms scheduled RFP dates. Any event, time, or date containing revised or new text is highlighted.

EVENT	TIME (central time zone)	DATE
1. RFPs Issued		February 28, 2020
2. Disability Accommodation Request Deadline	2:00 p.m.	March 4, 2020
3. Pre-response Conference	1:00 p.m.	March 9, 2020
4. Notice of Intent to Respond Deadline	2:00 p.m.	March 10, 2020
5. Written "Questions & Comments" Deadline	12:00 p.m.	March 18, 2020
6. State Response to Written "Questions & Comments"		April 16, 2020
7. Response Deadline	4:30 p.m.	April 29, 2020
8. State Completion of Technical Response Evaluations – Preferred Dental		May 13, 2020
9. State Opening & Scoring of Cost Proposals		May 14, 2020
10. State Notice of Intent to Award Released		May 21, 2020
11. RFP Files Opened for Public Inspection		May 22 – May 29, 2020
12. End of Open File Period		May 29, 2020
13. State sends contract to Contractor for signature		June 1, 2020
14. Contractor Signature Deadline		June 8, 2020

2. State responses to questions and comments in the table below amend and clarify this RFP.

Any restatement of RFP text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFP document. **Changes to questions in amendment four highlighted in yellow.**

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		1. Due to the current health situation with COVID-19, would you accept electronic versions only of our response, for example email or upload (3.2.2 and 3.2.3)?	The State has modified RFP Section 3.2 Response Delivery. Please see amendment item #6 below.
		2. Due to the current health situation with COVID-19, would you consider accepting electronic reference questionnaires from our customers sent directly to the State by email, rather than hard copy (Section B— General Qualifications & Experience Items, Item #17 and RFP Attachment 6.4)?	The State has modified RFP Attachment 6.2, Section B.17. See amendment item #9 below.
		3. Given the national emergency situation, please advise if the State will be extending the due date or amending the RFP?	The State has modified the Schedule of Events.
		4. Given the national emergency situation, please advise if the State is reconsidering the delivery of hard copy proposals and considering am	See response to Question #1.

		electronic delivery method instead	
		<p>5. We are running into with the Reference requirements for the RFP. We have a cross section of public and commercial clients we are working with to serve as references. They are all coming back to us and stating they are either shut down due to COVID as well as overwhelmed with trying to maintain their operations during this COVID emergency, therefore they would only be able to participate in a telephone call vs the written requirements in the RFP.</p>	<p>The State is unable to conduct telephone interviews for references as this is in Section B of the RFP which is evaluated by the evaluation team. This team is comprised of multiple individuals and therefore calls are not feasible. The State has modified the language in Section B.17. See Amendment item #9 below.</p>
		<p>6. Would the State consider a modification of provisions 3.3.1, 3.3.2 and 3.3.3 allowing bidders to submit proposed modifications to the pro forma contract in Section 6.6, and/or an alternate approach to dental services, if bidders feel any of these measures would bring better value to the State and its employees?</p>	<p>No, the State will not agree to this modification. Any language that needed to be considered had to be submitted during the Questions and Comments section of the RFP.</p>
		<p>7. What is the allocation or spend amount for the current contract for minority/women/vet</p>	<p>The current contractor has a diversity goal of 10% on this contract.</p>

		eran owned businesses?	
		8. If we are not able to provide an exact match for all incumbent plan benefits, would that be means for disqualification?	<p>The State reserves the right to deem a respondent non-responsive based on the requirements of the RFP including not meeting the qualifications.</p> <p>Respondents must sign RFP Attachment 6.1 which states a "Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6, <i>Pro Forma Contract</i>." This includes Contract Attachment F describing the minimum benefit provisions required in the DPPO program.</p>
		9. If the four measurements on page 91 are currently in place, can you let us know how many violations and payouts there have been on these in the current contract?	<p>"Unauthorized Usage of Information" is a performance guarantee in the current contract. There has been no violation or payout by the current vendor.</p> <p>"Authorization of Member Communications" is a performance guarantee in the current contract. There has been no violation or payout by the current vendor.</p> <p>"Timely Notification" is not a performance guarantee in the current contract.</p> <p>"Call Center Responses" is not a performance guarantee in the current contract.</p>
		10. If the four measurements on page 91 are required, can you please detail how the overall process works for each, including what documentation the State is required to provide prior to payout, and confirm the provider would be given a chance to resolve the issues prior to making a penalty payout?	<p>The four measurements on page 91 of the <i>Pro Forma Contract</i> measure activities and events that have already occurred.</p> <p>If the Contractor misses a requirement, the Process includes:</p> <ul style="list-style-type: none"> • The Contractor completes a Corrective Action Plan to specify how the Contractor will prevent missed performance requirements from occurring again in the future. • State will issue a letter regarding the performance guarantee is assessed and payment due for the past missed performance requirements. <p>The four items will be measured accordingly:</p> <ol style="list-style-type: none"> 1. Unauthorized Usage of Information – self reported by the Contractor or discovered independently by the State of Tennessee 2. Authorization of Member Communications - self reported by the Contractor or discovered independently by the State of Tennessee

			<p>3. Timely Notification - self reported by the Contractor or discovered independently by the State of Tennessee</p> <p>4. Call Center Responses – by receiving communications from a Member who contacts the State with an unresolved issue that they previously attempted to resolve with the Contractor.</p>
		11. What is the total number of eligible lives for the dental offering in the RFP?	See RFP Appendix 7.2.
		12. What is the employer contribution to the dental offering in the RFP?	The State does not contribute to the dental offering in this RFP.
		13. Can you provide more details on the Cigna pre-paid dental offering?	See details under the “Publications/Dental” drop down section at https://www.tn.gov/partnersforhealth/publications/publications.html
		14. Do employees have a choice of coverage between the Cigna pre-paid plan and what is being requested in this RFP?	Yes, members make their selections during annual enrollment each fall.
		15. Are employees able to select both the Cigna pre-paid plan and the plan in this RFP?	No, members may only select one option during annual enrollment each fall.
		16. How many employees are enrolled in the Cigna pre-paid plan?	As of January 1, 2020: Active Employees - 19,886 Retired Employees - 4,973
		17. What is the employer contribution to the Cigna pre-paid plan?	The State does not contribute to the prepaid plan.
		18. How many carriers have you had in the past 5 years? How long have you been with the current carrier?	One. MetLife has been the carrier for the Preferred program since January 1, 2016.

		19. If the plan design cannot be matched identically, will our proposal be eliminated? For example, if we're unable to match denture replacement coverages would that disqualify our proposal. Would a richer, enhanced benefit be considered acceptable if items cannot be matched?	See response to Question #8. After the contract effective date, the Contractor may offer the State enhanced benefits that result in no increase in the guaranteed monthly premium rates for its consideration.
		20. Will there be an opportunity for finalist presentation or for clarification by carriers of their proposal after initial scoring and evaluation?	No. There will not be additional opportunities for negotiations or modifications.
		21. Can you please provide claims broken out by month with enrollment as far back as possible or at a minimum for the prior 12 months?	See Appendix 7.9 for claims history and Appendix 7.10 for enrollment history.
		22. Can you please provide claims broken out between in and out of network?	See Appendix 7.9.
		23. Can you please provide a Dental PPO utilization report?	See Appendix 7.9.
		24. Can you please provide a census file with gender, enrollment tier, date of birth, and zip code?	Due to HIPAA regulations, dates of birth cannot be provided. The State has modified Appendix 7.2 with additional data we can provide.
		25. Our interpretation of the term	Yes, the State agrees.

		<p>“subcontractor” as used throughout the State’s requirements and ProForma contract, are those third-party vendors that are entered into exclusively to perform services related to the State of Tennessee’s dental insurance coverages. Does the State agree with this definition?</p>	
		<p>26. It does not appear that the employee’s out-of-pocket costs is being considered in the scoring. Is this correct? If not, how is it being evaluated?</p>	<p>The Respondent’s proposed values in Attachment 6.3 Cost Proposal & Scoring Guide (excel spreadsheet) will be the costs evaluated for this RFP.</p>
		<p>27. Is the State willing to allow Dental providers considered as in-network if they would balance bill above the Maximum Allowable Charge?</p>	<p>All in-network providers must agree to the Contractor’s Maximum Allowable Charge schedule and not balance bill members. The Contractor is permitted to have multiple MAC schedules, but each schedule must adhere to the provisions in the <i>Pro Forma Contract</i>, especially Contract Attachment F.</p>
		<p>28. Is the State willing to allow Dental providers who are contracted at discount levels greater than the Maximum Allowable Charge to balance bill plan members?</p>	<p>See response in Question #27.</p>
		<p>29. What level of claims detail will be provided to a new carrier from the prior carrier? Specifically, will the prior carrier provide frequency information to administer the limitations on crowns, bridges and</p>	<p>Yes, the prior carrier will provide frequency and orthodontic payment information.</p>

		dentures? Will lifetime maximum amounts for orthodontics be provided?	
		30. Please provide a full excel census with dob, gender, zip, and tier	See response to Question #23.
		31. Is the State of TN requesting a one-time implementation credit?	No
		32. What are the DPPO rate guarantee and/or rate cap?	<p>The monthly premium rates proposed will be the guaranteed monthly premium rates included in the pro forma contract. These monthly premium rates will also be the rate cap for each coverage tier.</p> <p>The State does not guarantee a specific total amount of premium to be collected because of enrollment variations. The State will apply the monthly premium rates based on enrollments in the month to which the collections apply.</p>
		33. Please clarify if there is a participation goal for doing business with minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises? If so, please confirm the targeted percentage amount	<p>Although not mandatory, the State has an average “aspirational” goal of 12 percent diversity for all procurements.</p> <p>The diversity portion of the RFP does not have a specific point value but is included with other questions in Section B. – General Qualifications and Experience.</p>
		34. Are respondents able to obtain bonus point for doing business with minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises, in support of this RFP? If so, please clarify how this question will be evaluated?	No. Respondents do not obtain bonus points for doing business with minorities, women, service-disabled veterans, etc. See response to Question #33

		35. Please provide 36 months of MetLife monthly enrollment, claims and premium	See Appendix 7.10.
		36. Is the current PPO Out of network reimbursement based on MAC or UCR? Would the State of TN consider changing the PPO reimbursement strategy?	MAC. No, the State will not consider changing the PPO reimbursement strategy.
		37. Please confirm that the State will allow the Vendor to reduce the MAC amounts at any time by notifying the State in writing of the change? (Please note that lowering the MAC amounts in the contract will result in lower in-network participation by providers and higher out-of-pocket costs for the employee.)	Yes. Per the <i>Pro Forma Contract</i> this is allowed, except as noted: each MAC schedule must cover at a minimum the procedure codes in Contract Attachment F, Section B.1. and include the MAC for calendar year 2021 as proposed in response to RFP #31786-00149 for the geographic areas and procedure codes of Attachment 6.3., Cost Proposal (Tables A.1. through A.10.).

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
RFP Section 3.2.2.1		38. In section 3.2.2.1- you ask for “one (1) digital document with separate individual corresponding appendices or exhibits in “PDF” format properly recorded...” Does this mean the electronic copy should be one large PDF document with all attachments included in that document, or could the attachments be separate pdf files?	The States requests separate PDF files for each individual appendices.
RFP Attachment 6.2, A.5		39. Is there another document that would help satisfy the requirement in A.5, such as an audited financial statement, or	The State has modified the language in A.5 and A.6. See Amendment items #7 and #8 below.

		the risk-based capital report that is filed with the Tennessee Department of Commerce and Insurance?	
Appendix 7.7		<p>40. RFP# 31786, Appendix 7.7, Disruption Analysis Instructions and Template 1 16 2020:</p> <p>Can the State provide the carrier's bidding on their dental program the following items from the current carrier (MetLife) as it relates to this disruption file:</p> <p>a. An indicator on whether or not the providers listed in this disruption report are a current PPD network provider or a PDP Plus Network Provider for MetLife?</p> <p>b. Can the State provide the amount of submitted charge dollars for each provider in this report?</p> <p>c. Can the State provide the amount of allowed charge dollars for each provider in this report?</p> <p>d. Can the State provide the amount of Paid Claim dollars for each provider in this report?</p> <p>e. For a group of this size, a complete Financial Disruption report would be ideal. Included in such a report are the following in an excel file for calendar year 2019 by submitted charge</p> <ul style="list-style-type: none"> i. Provider Name ii. Provider Address including Zip code iii. Provider NPI iv. Provider Indicator (POP Provider, PDP Plus Provider or Non Network Provider) v. Dental Claim Benefit Category (Preventive, Basic, Major, Ortho) vi. f. An indicator if the claim is for an Active member and their dependent or a Retired member and their dependents 	<p>The requested information in a. through f. is not available.</p> <p>g. the providers in a leased network would be considered in-network providers for the State's DPPO program and would not be considered subcontractors.</p>

	<p>vii. g. Date of Service</p> <p>viii. h. ADA Procedure Code</p> <p>ix. Submitted Charge by Provider</p> <p>x. j. Considered or Allowed Charge by Provider</p> <p>xi. k. Paid Claim by Carrier</p> <p>The current disruption file does not include most of these items therefore, if this type of file were provided, each carrier bidding on this dental plan could determine what if any claim savings they could provide with a high degree of accuracy. Anything less then this would make providing an accurate financial analysis difficult to provide.</p> <p>f. If detailed claim information is not available, would the State request the Current Carrier's In and out of network allowances for the current plan in Zip Codes 370,371, 379,373 and 376 for the following procedure Codes for calendar year 2019:</p> <p>i. 0120</p> <p>ii. 0274</p> <p>iii. 1130</p> <p>iv. 2392</p> <p>v. 2392</p> <p>vi. 2740</p> <p>vii. 3330</p> <p>viii. 4341</p> <p>ix. 4910</p> <p>x. 7210</p> <p>These procedure codes represent the ten most utilized procedures whereby, the bidding carrier's could determine whether or not claims savings could be had if the State were to award the dental plan to another carrier.</p> <p>g. Carriers lease networks and have arrangements that provide more access points for members. Do these leased networks fall under the State's definition of a sub-contractor and need to be disclosed?</p>	
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RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
Pro Forma, Section A.5.b(2)		41. Would the Request in Section A.5.b.(2) (Call Center) to have the call center located in the United States apply just to member services, or would this also include claims processing services?	If the information contains confidential information and is being saved or processed in any way, the process including processing services needs to be conducted in the United States.
Pro Forma, Attachment C, SLA Scorecard		42. On page 91 there are four additional measures listed as part of Contract Attachment C- Service Level Agreement Scorecard that are not numbered (i.e. Unauthorized Usage of Information, Authorization of Member Communications, Timely Notification, Call Center Responses). Are bidders required to offer these KPIs and listed payouts, or are they optional?	They are not optional and are KPIs that the Contractor must meet. They are flat amounts and therefore are not listed in the percentage KPIs and at-risk quarterly payment amounts.
Pro Forma, Section E.8.a(2)		43. With respect to section E.8.a.(2) (page 78), we propose the following revision: "(a) (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption algorithms technologies."	The State agrees to modify the language. Please see Amendment item #3 below.
Pro Forma, Section E.8.a(4)		44. With respect to section E.8.a.(4) (page 78), we do not permit customers to perform tests and assessments on our environment; however, we will share summary results of internal and 3rd party tests and assessments. Given this fact, we propose the following revision: "The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment."	The State does not agree to strike the sentence, but we will revise to the following: The contractor shall provide to the State the results of its Penetration Tests and Vulnerability assessments as requested by the State. Please see Amendment item #4 below.
Pro Forma, Section E.8.b(1)		45. With respect to section E.8.b(1) (page 79), Vendor has its own policies and standards. It is extremely challenging to agree to a policy that will likely	The State declines to update the contract language. The State is willing to review the language and the Contractor's policies and

		change over time without knowing now, what those future changes may be. If there are specific concerns in this regard, Vendor is willing to discuss and have the State review a summary of its policies, which constitute best practices within our industry.	standards once the contract is awarded.
Pro Forma, Section E.8.c		46. With respect to E.8.c. (page 79), Vendor permits reviews of its information technology infrastructure, along with access to personnel, subject to certain restrictions on access designed to protect the confidentiality and security of that infrastructure, and subject to the execution of a nondisclosure agreement. Vendor does not permit a customer to audit its controls. It will provide a copy of a SOC2 report that covers the dental product and believes this meets the State's intent.	This will need to be negotiated if the vendor is awarded the contract.
		47. Please clarify which scenario would provide the highest scores under the RFP: <ul style="list-style-type: none"> · Lowest Premium Rates plus Lowest Maximum Allowable Charge; · Lowest Premium Rates plus Highest Maximum Allowable Charge. 	The State cannot tell a respondent which scenario would provide the highest scores. Please bid accordingly.
Pro Forma, Attachment F		48. In Contract Attachment F, #4 and #8 seem to contradict each other, can you please elaborate?	Item #4 is regarding reduction of MAC amounts, except as noted in #1: each MAC schedule must cover at a minimum the procedure codes in Contract Attachment F, Section B.1. and include the MAC for calendar year 2021 as proposed in response to RFP #31786-00149 for the geographic areas and procedure codes of Attachment 6.3., Cost Proposal (Tables A.1. through A.10.). Item #8 is regarding increases in MAC amounts after calendar year 2021.
Pro Forma, Attachment C		49. In Contract Attachment C, under Service Level Agreement Scorecard, KPI # 13 Claims Data Quality, can you please	The State's DSS is with an awarded contractor. The current contractor is IBM Watson Health.

		explain in further detail who the DSS contractor is? For example, does DSS refer to the State or does it refer to the awarded contractor?	
Appendix 7.3		50. Appendix 7.3 requests a DPPO Network Access Analysis. The Definition of Provider and instructions in B.5. limits the data to Tennessee only providers, however the census information contains eligible members in multiple states. How should we report access for members outside of Tennessee receiving services from providers outside of Tennessee? How should we represent the access provided by a national network? Please provide clarification.	Appendix 7.3 analysis is only for State of Tennessee network providers. Analysis of out-of-state network providers will be based upon the Respondent's responses to RFP Technical Section D.2., D.3., and D.4.
Pro Forma, Attachment E		51. Contract Attachment E includes a HIPAA Business Associate Agreement defines the State of Tennessee as a Covered Entity. Since this is a fully insured contract, the insurer, not the State, is considered to be the Covered Entity. Therefore, a Business Associate Agreement is not applicable. Will Attachment E be removed from the contract?	<p>No, Attachment E will not be removed.</p> <p>The State is a covered entity by HHS definition. HHS does not differentiate between self-insured or fully insured for defining a "covered entity". The dental contractor meets the definition of "business associate" per 45 CFR 160.103.</p> <p>Also, a covered health care provider, health plan, or health care clearinghouse can be a business associate of another covered entity. The State requires a business associate agreement with all contractors who create, receive, maintain, or transmit protected health information for a function or activity for our insurance benefits plan.</p>
Pro Forma, Attachment 6.3		52. In the scoring formula within the Cost Proposal, please confirm that Bidders will be awarded more points with a lower Total 2021 Maximum Allowable Charge.	The State cannot tell a respondent which scenario would provide the highest scores. Please bid accordingly.

3. Delete RFP Section E.8.a.(2) in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

- (1) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption.

4. Delete RFP Section E.8.a.(4) in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. **The contractor shall provide to the State the results of its Penetration Tests and Vulnerability assessments as requested by the State.**

5. RFP Amendment Effective Date. The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.